

STATE OF DELAWARE Delaware Department of Education Academic Support Team

November 6, 2020

ISSUED BY: Kim Klein

Associate Secretary, Operations Support

302-735-4041

SUBJECT: AWARD NOTICE

CONTRACT NO. RFP 2021-04

Career Pathways & Workforce Preparation Consulting Services

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KEY CONTRACT INFORMATION

1. CONTRACT PERIOD

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Each contractor's contract shall be valid from November 1, 2020 through June 30, 2021. Each contract may be renewed for four (4) one (1) year periods through negotiation between the contractor and Delaware Department of Education. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

2. VENDOR

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Vendor Name	Address	Primary Contact Names	Phone	Email	FSF Number
Abby Shepard Creative	145 Kings Highway, Apt. 110, Dover, DE 19904	Abigail Shepard	937-474-6264	abby@abbyshepardphotography.com	0000574604
ABC Delaware	31 Blevins Drive, Suite B New Castle, DE 19720	Edward Capodanno	302-328-1111	ecapodanno@abcdelaware.com	0000024627
Commonwealth Corporation	2 Oliver Street, 5 th Floor Boston, MA 02109	Karla Jaramillo	617-717-6923	kjaramillo@commcorp.org	0000535504
Delaware Contractors Association (DCA)	527 Stanton Christiana Rd Newark, DE 19713	Jamie Chambers Bryon Short	302-994-7442	jchambers@e-dca.org bshort@e-dca.org	0000019475
Delaware Restaurant Assoc. Ed. Foundation	PO Box 8004 Newark, DE 19714	Carrie Leishman	302-738-2545	carrie@delawarerestaurant.org	0000287630
Education Strategy Group (ESG)	4716 Drummond Ave. Chevy Chase, MD 20815	Matt Gandal	202-210-1940	mgandal@edstrategy.org	0000575151
Grant Associates (DB Grant Associates)	29 Broadway, 31st Floor New York, NY 10006	Doug Cotter	212-684-2700	dcotter@grantassociatesinc.com	0000572893
Inside Track	121 SW Salmon St, Suite 800 Portland, OR 97204	Ruth White	800-884-6371	ruth.white@insidetrack.org	0000573133

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Jobs for the Future (JFF)	88 Broad Street Boston, MA 02110	Alex Hoffinger Brian Douglas	617-728-4446 x 144	ahoffinger@jff.org bdouglas@jff.org	0000160414
Junior Achievement of Delaware	522 S. Walnut Street Wilmington, DE 19801	Rob Eppes	302-654-4510	rob.eppes@ja.org	0000024447
Keith Rolland	334 South 43 Street Philadelphia, PA 19104	Keith Rolland	215-813-1385	klrolland@outlook.com	0000573523
Maher & Maher (Growth Transitions)	3535 Route 66, Bldg 4 Neptune, NJ 07753	Tina Barretto	732-918-8000	tbarretto@mahernet.com	0000327046
MGT Consulting Group	4320 West Kennedy Blvd. Tampa, FL 33609	Melanie Hicks Fred Seamon	916-443-3411	mhicks@mgtconsulting.com	0000460516
NaviGate Delaware	PO Box 1684 Dover, DE 19903	Felicia Aline	302-467-2567	felicia@NaviGateETC.com	0000555147
Public Consulting Group (PCG)	148 State Street, 10th Floor Boston, MA02109	Anna d'Entremont Erin MacIntire	617-320-6516	adentremont@pcgus.com emacintire@pcgus.com	0000000867
Placers	1501 Casho Mill Road, Suite 9 Newark, DE 19711	Christopher Burkhard	302-266-0860	chris@myplacers.com	0000244168
Public Policy Associates	119 Pere Marquette Lansing, MI 48912-1231	David McConnell Virginia Orabone	517-485-4477	dmcconnell@publicpolicy.com vorabone@publicpolicy.com	0000575149
Rodel	100 West 10th Street, Suite 704 Wilmington, DE 19801	Paul Herdman	302-571-1536	pherdman@rodelde.org	0000035076
RTI International	PO Box 12194 Research Triangle Park, NC 22709-2194	Amy Bookout	919-485-5621	abookout@rti.org jstadd@rti.org lrasmussen@rti.org	0000031941
Sage Education Advisors	5200 Springlake Way Baltimore, MD 21212	Kerri Kerr	301-785-5936	kerri@sageeducationadvisors.com	0000567348
Strive	1121 Thatcher St, Ste C Wilmington, DE 19802	Andrea Valentine	240-463-3498	andrea@striveleadership.org	0000463643

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Sussex Technical School District	17099 County Seat Hwy Georgetown, DE 19947	Patricia Oliphant	302-856-0961	patricia.oliphant@sussexvt.k12.de.us	9540000000
Tech Impact	100 W. 10 th Street, Suite 1007 Wilmington, DE 19801	Patrick Callihan	302-256-5015	patrick@techimpact.org	0000114478
Zip Code Wilmington	1007 N. Orange St, 4 th Fl. Wilmington, DE 19801	Desa Burton	302-256-5203	desa@ZipCodeWilmington.com	0000272303

3. PRICING

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Prices quoted within each vendor proposal will remain firm for the term of the contract year.

ADDITIONAL TERMS AND CONDITIONS

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4. BILLING

The successful vendor is required to <u>"Bill as Shipped" to the respective ordering agency(s)</u>. Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

5. PAYMENT

The Department of Education will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

6. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number DOE RFP 2021-04 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

7. REQUIREMENTS

For a complete list of contract specifications please refer to the original bid solicitation document(s).

8. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

9. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

10. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

11. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform

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outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. http://gss.omb.delaware.gov/divisionwide/forms.shtml.